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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

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**INDEMNITY INSURANCE COMPANY OF
NORTH AMERICA a/s/o G-III APPAREL
GROUP, LTD.,**

Plaintiff,

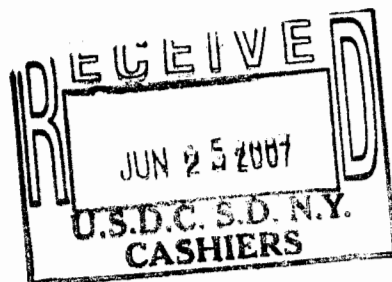
- against -

**KAWASAKI KISEN KAISHA, LTD. d/b/a/ K-
LINE; M/V EASLINE TIANJIN, her engines,
tackle, boilers, etc.,**

Defendants.
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07 CIV 6008
07 Civ.

COMPLAINT



Plaintiff, by its attorneys, CASEY & BARNETT, LLC, as and for its Complaint,
alleges upon information and belief as follows:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure. Jurisdiction is predicated upon 28 U.S.C. § 1333.

2. Plaintiff, Indemnity Insurance Company of North America, having an office and place of business located at 140 Broadway, New York, New York, sues herein as the subrogated insurer of the cargo in suit, having paid the insurance claim of its assured G-III

Apparel Group, Ltd., and for and on behalf of the shipper, consignee and owner of the cargo as their interests may appear.

3. Defendant, Kawasaki Kisen Kaisha, Ltd, d/b/a/ K-Line, is a foreign corporation with an office and place of business located at 8730 Stony Point Parkway, Richmond, Virginia, 23235, and was and is doing business in this jurisdiction directly and/or through an agent and was at all times acting in the capacity of a common carrier and was the owner, charterer, manager and/or operator of the M/V EASLINE TIANJIN.

4. Defendant, M/V EASLINE TIANJIN, was and is a diesel powered, oceangoing vessel engaged in the common carriage of cargo and may be within the jurisdiction of the Honorable Court during the pendency of process hereunder.

5. This action involves the non-delivery and loss of the below described shipments of apparel.

6. On or about July 8, 2006, 5,935 pieces of apparel, then being in good order and condition, were delivered into the care and custody of defendants, in containers numbered KKTU 7457692, KKFU 1553396, KKFU 1747560, and KKFU 7405800, for transportation aboard the M/V EASLINE TIANJIN from Xingang, China to New York, pursuant to K-Line bills of lading numbered KKLUTSN053352, KKLUTSN053353, KKLUTSN053354A, and KKLUTSN053354C, and dated July 8, 2006.

7. The loss and non-delivery of the aforementioned cargo was caused by the unseaworthiness of the carrying vessel and containers as well as defendants' negligence, breach of contract and reckless failure to properly load, stow, lash, carry, discharge, deliver and care for the subject cargo, and their unreasonable deviation from the terms of the contracts of carriage.

8. By reason of the foregoing, plaintiff and those on whose behalf it sues, has been damaged in the amount of at least \$450,000 no part of which has been paid, although duly demanded.

WHEREFORE, Plaintiff prays:

1. That process in due form of law may issue against Defendants citing them to appear and answer all and singular the matters aforesaid;
2. That judgment may be entered in favor of Plaintiff and against Defendants for the amount of Plaintiff's damages, together with interest and costs and the disbursements of this action, and
3. That this Court grant to plaintiff such other and further relief as may be just and proper.

Dated: New York, New York
June 25, 2007
115-800

CASEY & BARNETT, LLC
Attorneys for Plaintiff

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